CITY OF ANTIGO

FINANCE, PERSONNEL, AND LEGISLATIVE COMMITTEE MEETING

MULTI-PURPOSE ROOM	Wednesday, November 15, 2017
CITY HALL, 700 EDISON STREET	6:00 PM

Call to Order

Discussion and Action May Occur on Any of the Following Agenda Items:

1. Approval of the Minutes from the October 18, 2017 Meeting
2. Accept Bid of $.23 Off of the Pump Price from Wagner Shell for Gasoline/Diesel Fuel for 2018-2019
3. Ordinance Update for Park, Recreation and Cemetery Department to Reflect Current Pricing
4. 2018 Ambulance Base Rate Increase by 4.5%
5. Creation of No Parking Areas along the Intersection of Charlotte Street/Steinfest Road Consisting of the East Side of Charlotte from Steinfest to the south +/-200' and on the South Side of Steinfest from Charlotte to the east +/- 200' Terminating at the Driveway Entrances of Pebble Ridge Apartments
6. 2017 Carry Forwards of Unspent Funds to Fiscal Year 2018
7. 2017 Budget Transfers/Amendments to Reflect Actual Expenditures
8. Request by Servet Maksutoski Regarding Potential Edison Club Lease Purchase Agreement
9. Review City Policies for When Council Approval is Required for Projects/Purchases
10. Langlade County Next Generation 911 & Record Management System Purchases and Potential Impact to the Safety Building Rental Agreement including Required Squad Equipment Purchases and Training

Any Other Matters Authorized by Law to be Considered

Adjournment

Upon reasonable notice, efforts will be made to accommodate disabled individuals through appropriate aids and services. For additional information, contact Jaime Horswill, 700 Edison Street, Antigo, Wisconsin 54409. (715) 623-3633 extension 100. Members of and possibly a quorum of members of other governmental bodies may be in attendance to gather information. Any governmental body other than that specifically referred to above will take no action.

DATE MAILED: November 09,2017 BILL BRANDT

To: Mayor and City Council

From: Julie Zack, Administration & Clerical Assistant

Date: November 15, 2017

Re: Accept Bid of $.23 Off of the Pump Price from Wagner Shell for Gasoline/Diesel Fuel for 2018-2019

The City of Antigo requested a bid for a discounted price for the next two years of gasoline and diesel fuel for all city departments. The bids were opened on Wednesday, November 1st by Alderperson Glenn Bugni.

There were 3 bids received, one from Wagner Shell, Insight FS and Draeger Oil Co. Based on the bid results, the recommendation is to accept the bid from Wagner Oil Company for a discount of $.23 off the pump price per gallon.

Fuel and Gasoline 2017

Supplier Name	Off Road Fuel Discount	Gasoline Discount	Diesel Fuel Discount	Includes Additional Credit Card Savings	Tax Exempt Filing Fee
Wagner Oil Company	0.23	0.23	0.23	Yes	$0.00
P.O. Box 28					
709 S. Superior Street					
Antigo, WI 54409					
Insight FS	0.225	0.225	0.225	Yes	250.000
2311 Clermont St					
P.O. Box 54					
Antigo, WI 54409					
Draeger Oil Co. Inc.	0.16	0.16	0.16	No	Not filled in
P.O. Box 340					
Antigo, WI 54409					
715.623.4518					
Present: Alderperson G. Bugni, Sarah Repp, Julie Zack-Bids opened at 10:20 am					

"Antigo Area on the go"

To: Mayor and City Council

From: Sarah Repp, Parks, Recreation, and Cemetery Supervisor

Date: November 15, 2017

Re: Ordinance Update for Park, Recreation and Cemetery Department to Reflect Current Pricing

Upon review of facility rates it was noted that the fee schedule within the City of Antigo Ordinance was not up-to-date with current pricing set by the Park, Cemetery and Recreation Commission.

Mike Winter updated the attached ordinance to match current pricing set by the Park, Cemetery and Recreation Commission.

ORDINANCE NO. :____________

An Ordinance amending the Municipal Code of the City of Antigo to delete and amend a portion of an existing ordinance.

The Common Council of the City of Antigo does ordain as follows:

Section l. The Municipal Code shall be amended to delete Section 1-22 as it pertains to the fee schedule for the City campground which is 26-8 (b).

Section 2. Section 26-8 (b) itself shall be amended to read as follows:

(b) Fees per night, use of any park facility, shelter or land, and use of dump station shall be as set by the Park, Recreation and Cemetery Commission.

Section 3. This Ordinance shall be in force and effect from and after its passage and publication.

ADOPTED: ___________________________________, 2017.

APPROVED: ___________________________________, 2017.

____

Bill Brandt, Mayor

ATTEST:

____

Kaye Matucheski, City Clerk

Antigo
"Antigo Area on the go"

To: Mayor and City Council
From: Jon Petroskey, Fire Chief
Date: November 15, 2017
Re: 2018 Ambulance Base Rate Increase by 4.5%

I would like to increase the 2018 ambulance base rates 4.5%. The chart below indicates the changes.

Ambulance Base Rates		
	2017 Rate	**2018 Rate**
911 BLS - Resident	$ 678.21	$ 708.73
911 BLS - Non Resident	$ 792.58	$ 828.24
911 ALS 1- Resident	$ 839.52	$ 877.29
911 ALS 1- Non Resident	$ 964.49	$ 1,007.89
911 ALS 2 - Resident	$ 969.06	$ 1,012.67
911 ALS 2 - Non Resident	$ 1,094.68	$ 1,143.95
Mileage	$ 17.83	$ 18.63
Interfacility BLS	$ 1,056.76	$ 1,104.32
Interfacility ALS 1	$ 1,122.81	$ 1,173.33
Interfacility ALS 2	$ 1,254.90	$ 1,311.37
Interfacility Specialty Care	$ 1,956.24	$ 2,044.27

The increase of 4.5% will increase our net revenue about 1.9% and I would like this rate would take effect January 1, 2018.

"Antigo Area on the go"

To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 15, 2017

Re: Creation of No Parking Areas along the Intersection of Charlotte Street/Steinfest Road Consisting of the East Side of Charlotte from Steinfest to the south +/-200' and on the South Side of Steinfest from Charlotte to the east +/- 200' Terminating at the Driveway Entrances of Pebble Ridge Apartments

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The matter of vehicular parking along both sides of Charlotte Street and Steinfest Road at the intersection of these two streets has been a topic of discussion over the past several years. Parking impacts have been magnified by the continued success of Antigo Auto (199RIDE.COM) and the completion of the Pebble Ridge Apartments.

I spoke last week with the manger of Antigo Auto and learned that they recently (last 2-weeks) developed an employee parking area in their gravel lot located on the west side of Charlotte Street (see attached map). We also spoke of the fact that he is working with those employees choosing to still park on Charlotte or Steinfest to do so on the north and west sides. To help assure that this is accomplished we concurred that "No Parking" zones should be established by the City as follows:

- South side of Steinfest Road from Charlotte Street to a point +/- 200' east (see map) to the Pebble Ridge Apartment entrance located on Steinfest Road

- East side of Charlotte Street from Steinfest Road to a point +/- 200' south (see map) to the Pebble Ridge Apartment entrance located on Charlotte Street

It is my recommendation to implement these areas as "No Parking" zones and to continue to monitor the success of this decision based on the continued cooperation of those utilizing this area to meet their parking needs.

DISCLAIMER: This data is provided by the City of Antigo for informational purposes only. The City does not warrant or guarantee the accuracy or reliability of this data. The recipient of this data assumes any risk of its use for any purpose.

City of Antigo GIS

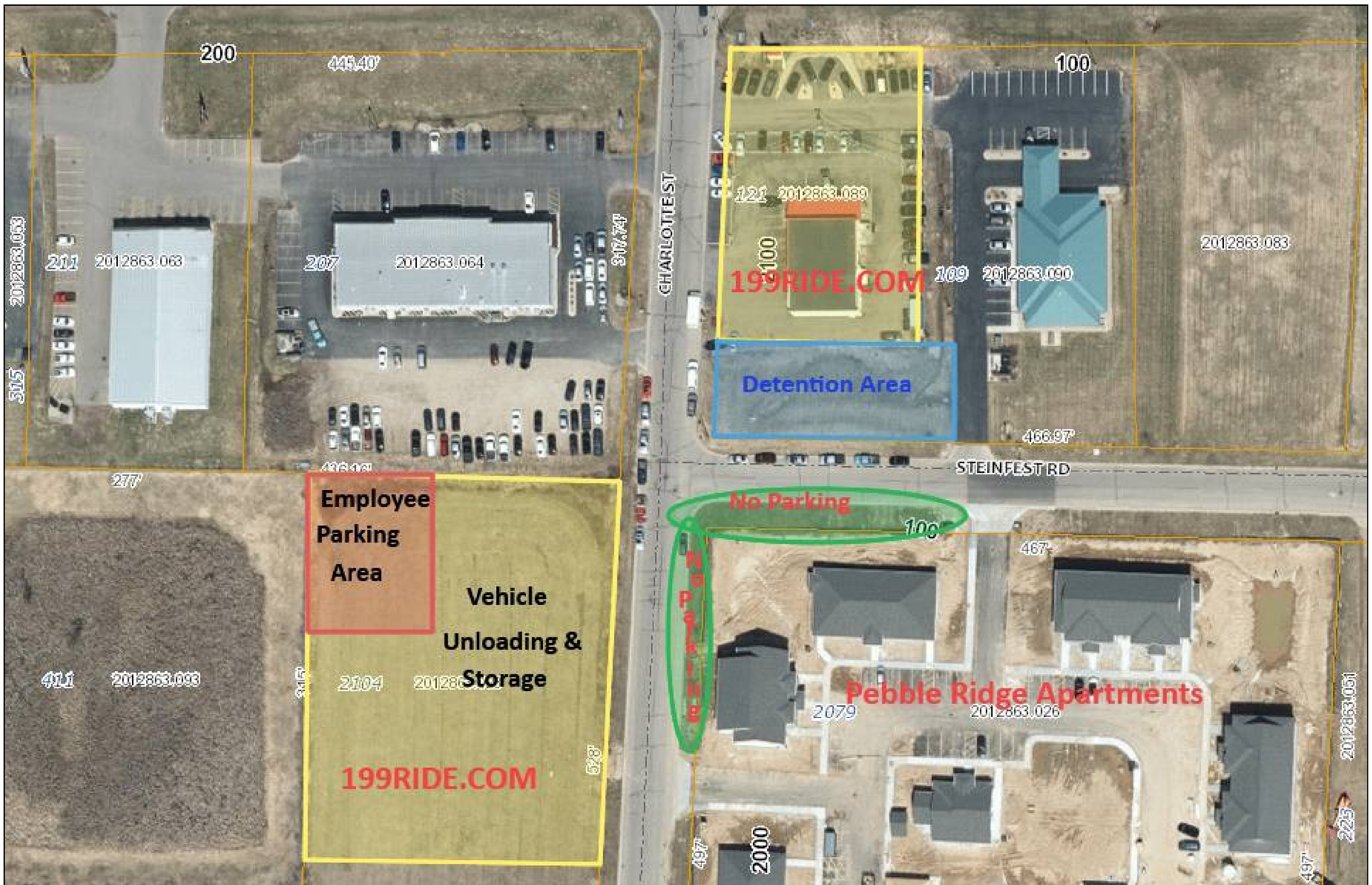
283 142 0 283

SCALE: 1" = 1,700 '

Antigo "Antigo Area on the go"

Print Date: 6/9/2015

Attachment: Proposed No Parking @ Charlotte & Steinfest Area - June 2015 (1700 : Parking along the



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City of Antigo GIS

200 100 0 200

SCALE: 1" = 1,200 '

Antigo "Antigo Area on the go"

Print Date: 10/18/2017

Attachment: Proposed No Parking @ Charlotte & Steinfest Area - October 2017 (1700 : Parking along the Intersection of Charlotte & Steinfest)

"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk/Treasurer

Date: November 15, 2017

Re: 2017 Carry Forwards of Unspent Funds to Fiscal Year 2018

Not all funds that are budgeted are spent each year for several different reasons, such as: building funds each year for a large purchase or the item has been ordered by the end of the year but will not be received by then so the invoice will be paid in 2018. In order to account for these situations funds need to be carried forward from the 2017 budget to the 2018 budget to designate these funds for specific items. The department managers are in the process of compiling lists of what funds may not be expended by the end of the year. I will have a list of these carry forwards available at the meeting to go over. I will be asking for approval for these carry forwards to be forwarded to Council for approval.

If you have any general questions before you get the list, please feel free to contact me at 715-623-3633, extension 102.

Antigo
"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk/Treasurer

Date: November 15, 2017

Re: 2017 Budget Transfers/Amendments to Reflect Actual Expenditures

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Every year when the budget is put together, estimates are used as to how much will be spent in each category for departments. Transfers/adjustments need to be made at the end of the year to bring the budgeted dollars to the actual dollars spent. Doing this does not add additional money to the budget but reallocates what was already budgeted. There are some transfers/adjustments that need to be made for 2017 but I do not have all of the numbers together yet. I will present the list at the Finance, Personnel & Legislative Committee meeting for approval to forward to Council.

These are the first round as there will be additional transfers/adjustments needed after the 2017 expenditures are all entered in the system. I just want you to be aware that there will be an agenda item for budget transfers/adjustments at a few more meetings.

If you would like to discuss the transfers before the meeting, please give me a call and I can give you a general idea of what will be included on the list.

"Antigo Area on the go"

To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 15, 2017

Re: Request by Servet Maksutoski Regarding Potential Edison Club Lease Purchase Agreement

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The City was approached by Mr. Servet Maksutoski of Deerbrook Wisconsin requesting that the Committee consider entering into a Lease-Purchase Agreement for his families operation of the former Edison Club as a restaurant/banquet facility. The request is such that he has indicated a desire to be in the facility effective January 1, 2018.

The facility is essentially ready for operations and will require limited investment on the City's part to address a number of mechanical start-up matters such as the cleaning of the grease-trap, placing the water service back on-line, verifying the function of the walk-in cooler/freezer at start-up and assuring that the commercial range hood is fully operational.

I have included a copy of a DRAFT Lease-Purchase Agreement for your review and consideration and have forwarded the same document to our City Attorney for review/comment.

LEASE

THIS LEASE concluded at Antigo, Wisconsin, this _________ day of __________, 2018, between the **CITY OF ANTIGO, WISCONSIN,** a municipal corporation, sometimes hereinafter called the "Landlord", and _________________**,** a Wisconsin Business, sometimes hereinafter called the "Tenant";

WITNESSETH:

1. The City of Antigo has an interest in promoting economic development within the City to spur industrial growth and job creation and retention. As part of this promotion of economic development, the City has determined that it is of a public benefit and a public purpose to make low interest loans to appropriate industrial and commercial enterprises and to assist industry with building projects through lease-purchase agreements with Langlade County Economic Development Corporation.

2. The Landlord shall Lease to the Tenant the premises described in Addendum "A", attached hereto and made a part hereof, including the building and contents to be located thereon, all of which is sometimes herein referred to as the Demised Premises. This Lease shall be for the term of twenty (20) years beginning on the date of delivery by Landlord and acceptance by Tenant of possession of the building and contents on the Demised Premises. The beginning and expiration dates of the term hereof shall be confirmed in writing by an exchange of letters between Landlord and Tenant immediately succeeding the date of delivery of possession of the building on the Demised Premises, copies of which letters shall be attached to and shall become part of this Lease. Although the lease term will not commence until the above date, this Agreement shall be binding upon the parties at execution of this Agreement.

3. Tenant shall pay rent (includes Principal +Interest + Payment in Lieu-of-Taxes) for the Premises payable as follows:

The Lease Purchase of $_150,000 .00 at _____% for 20 years (with a 5-year balloon payment of $) paid subject to the following terms:

- Initial Payment in Lieu of Taxes will be calculated on the basis of the purchase price of $150,000 and the current combined millage being applied.

The overall payment to the City, including the payment in lieu of taxes (PILOT) + Principal + Interest, shall be made each month starting on May 1st, 2017 for a total monthly payment of $.

Monthly payment amounts in ensuing years will be adjusted as the charge in lieu of taxes shall be calculated in accordance with the state-published handbook for assessors. Tenant may contest the charge as if it were a true assessment using procedures common to property tax assessments as provided by state statute. All rent and payment in lieu of taxes shall be payable to the City of Antigo at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as Landlord shall designate in writing to Tenant.

4. As additional rental expenses, throughout the term of this Lease, the Tenant shall pay without credit or reimbursement from Landlord the following charges and costs, on or before the due date for payment thereof:

A. The cost of all electric power, water, heat, gas and other utilities with respect to the use and occupancy of the Demised Premises by Tenant.

B. The cost of all insurance premiums upon the building and improvements now standing upon, or which may hereafter be erected upon the Demised Premises together with the fixtures/contents therein, so as to keep the same insured against loss resulting from fire and other hazards normally covered by a fire and extended coverage and additional perils policy of insurance, in solvent insurance companies acceptable to tenant and Landlord, in an amount not less than the full insurable value of the building improvements and fixtures/contents in and upon the Demised Premises belonging to the Landlord. Such insurance shall be issued in the name of the Landlord and Tenant as their interests shall appear.

If the building and improvements together with the fixtures/contents forming part of the Demised Premises or the personal property of Tenant located on the Demised Premises shall be damaged or destroyed at any time by an insured peril, whether or not such damage or destruction was caused by the negligence or any act or omission of the other party, its agents or employees, neither party shall have any liability to the other on account of such damage or destruction, or the cause thereof, except as hereinafter stated, and each party shall, with due diligence, require all policies of risk insurance carried by such party during the term of this Lease upon the Demised Premises to be endorsed with a provision by which the insurer designated therein shall waive its right of subrogation against the other party.

C. The cost of public liability insurance in such form as the Landlord shall reasonably require, insuring both the Landlord and Tenant, in amounts not less than $2,000,000.00 insuring the Landlord against liability for injury to property, $2,000,000.00 against liability for injury to persons or loss of life arising out of and in connection with Tenant's use of occupancy of the premises with limits of $2,000,000.00 for one (1) person and $3,000,000.00 for any number of persons injured or killed in any one accident.

D. The cost of special assessments charged against the Demised Premises during the term of the Lease provided, however, that Tenant shall be entitled at its option, to pay said assessments in installments over the maximum period of time permitted by the ordinances of the City of Antigo. It is understood and agreed that Tenant shall not be required to pay for any assessments which arise solely out of Landlord's obligation to furnish Tenant with a completed building and the usual building site improvements, including necessary utilities and means of ingress and egress to the building.

If the Tenant shall fail to pay any of the foregoing charges, insurance premiums, and assessments promptly as the same shall become due, or if Tenant shall fail to keep the Demised Premises and all buildings and other improvements repaired as required under the provisions of Section 5 hereof, the Landlord shall have the right to pay the same (or make all necessary repairs), in which event the amount so paid by the Landlord shall bear interest at ten percent (10%) per annum from date of payment and shall become due and payable by Tenant upon written demand, and failure of the Tenant to repay the Landlord within five (5) days after written demand shall constitute a material default hereunder.

5. During the term of this Lease, the Tenant shall keep the Demised Premises and all building and other improvements thereon in good repair and shall surrender them at the expiration of this Lease (unless Tenant elects to purchase said Demised Premises) in as good condition as when delivered to the Tenant, reasonable wear and tear or damage or destruction by fire or other casualty excepted. The City (at its expense) may solicit semi-annual inspections of the mechanical operating systems of the building and provide the Tenant with a list of routine maintenance deficiencies along with a list of items requiring service. The Tenant will be responsible for correcting noted deficiencies along with any associated costs of repairs. The Tenant and the Landlord will work to resolve any disputed items; issues that cannot be resolved will be referred to the City's FP&L Committee for consideration and recommendation to Council for final action.

6. Subject to the provisions of Section 7, 8, and 11 below, the Tenant shall be permitted to make any alterations, additions, or improvements upon the Demised Premises with written consent of Landlord. All structural improvements to the Demised Premises made by the Tenant during the term of this Lease shall become the property of the Landlord without any reimbursement whatsoever by the Landlord to the Tenant; provided, however, that all removable installations affixed by Tenant, including, without limitation, shelves for storage, bins, pallets, lighting fixtures and office fixtures which are removable may be removed by the Tenant upon the termination of this Lease, but it shall be the obligation of the Tenant to promptly repair all damage caused by the removal thereof.

7. In making any alteration, addition, or improvement and in using and occupying the Demised Premises, Tenant shall comply with the permits, building codes, all ordinances and safety regulations of every governmental authority pertaining to such work or such use or occupancy. The Tenant shall indemnify and save Landlord harmless from and against all expenses, claims or damages to either property or person, which shall arise by reason of any such repair, alteration, improvement, addition to or use of occupancy of the Demised Premises.

8. If any construction lien or other lien shall be filed against the Demised Premises or any building or improvement filed against the Demised Premises or any building or improvement thereon by reason of or arising out of any labor or material furnished, or alleged to have been furnished, or to be furnished, to or for the Tenant, or for or by reason of any change, alteration, or addition, the Tenant shall promptly cause the same to be canceled and discharged of record and shall also defend, on behalf of the Landlord, at the Tenant's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien, and the Tenant will pay all damages and discharge every judgment entered therein and save harmless the Landlord from every claim or damage resulting therefrom.

9. The Tenant shall not conduct or permit to be conducted in or upon the Demised Premises any business or permit any act which is contrary to or in violation of the statutes, ordinances or lawful regulations of any governmental authority; otherwise, Tenant may use and occupy the Demised Premises for all lawful purposes.

10. If the Demised Premises or any part hereof, shall be sublet, or if this Lease were assigned by Tenant, the Tenant shall remain liable for the performance of all conditions, covenants and obligations under this Lease, notwithstanding any assignment or sublease. There shall be no sublease or assignment by Tenant without the written consent of the Landlord, which consent shall not be unreasonably withheld.

11. No building upon the Demised Premises shall be removed, torn down or any alterations made thereon by Tenant which will diminish the value thereof; without the written consent of the Landlord.

12. Landlord shall not be liable and Tenant shall save and hold harmless from all injury or damage to persons or property resulting from fire explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from pipes, appliances or plumbing works, or from the roof, street or sub-surface, or any other cause whatsoever, it being specifically understood by Tenant that Tenant will accept the Demised Premises in its condition at the commencement of this Lease. Landlord shall not be liable and Tenant shall hold harmless Landlord from any injury or damage to persons or property resulting from casualty or any other cause whatsoever.

13. If the Demised Premises or any portion thereof shall be destroyed or damaged by fire or other cause, the improvements so destroyed or damaged shall be restored or repaired without delay at the sole expense of Tenant, without diminution or abatement in rent, in which event all insurance proceeds due or payable by reason of such fire or other casualty shall be for the benefit of the Tenant, but such proceeds shall be utilized solely for such restoration or repair; provided, however, that if the Tenant shall deem it impracticable to restore or repair the Demised Premises, the Tenant shall have the option to terminate this Lease as of the end of a calendar month upon giving the Landlord at least ninety (90) days written notice, on condition that all insurance proceeds shall be payable to the Landlord; but the option herein granted to the Tenant shall not be exercisable unless such insurance proceeds shall at least equal the Landlord's cost of each depreciable improvement to the Demised Premises reduced by a depreciation factor of two and one-half percent (2 1/2 %) per annum on a straight-line basis, disregarding fractional parts of a month, computed as of the termination date of the Lease by the Tenant.

14. The Tenant shall permit Landlord to examine Demised Premises at all reasonable times. Unless Tenant exercises its right to purchase the Demised Premises during the four (4) months prior to the expiration of this Lease, the Landlord may exhibit the Demised Premises to prospective tenants or purchasers, and place upon the Demised Premises the usual notice "To Let" or "For Sale".

15. The Tenant shall have the right to use all Landlord's easement and rights-of-way granted that are appurtenant to or for the benefit of the Demised Premises, subject to the terms and conditions of such easements and rights-of-way. Likewise, in the event of default, Landlord shall be granted an easement or right-of-way by tenant for access to the Demised Premises in the event the same shall revert to Landlord.

16. If the Tenant shall abandon or vacate the Demised Premises prior to the expiration of this Lease or violate any of the Tenant's obligations under this Lease and fail to take steps within thirty (30) days after notice thereof from Landlord, and exert continuous and diligent efforts to remedy each violation after receiving said notice, the Landlord may enter upon the Demised Premises, remove signs and other chattel property of the Tenant, at Tenant's expense, and without notice terminate the Lease and sue for and recover all rents and damage accrued under this Lease or arising out of any violations thereof.

17. If during the term of this Lease, the Tenant shall be adjudicated a bankrupt, shall file any petition for relief under the Bankruptcy Act, or make a general assignment for the benefit of creditors or for the benefit of anyone under any insolvency acts, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Tenant's property, or if a temporary receiver shall be appointed for the Tenant's property, and if such appointment of a temporary receiver shall be appointed for the Tenant's property, and if such appointment of a temporary receiver shall not be vacated and set aside within thirty (30) days from the date of such appointment, then, if any of the foregoing events, at its option, on fifteen (15) days notice in writing served as provided in Paragraph 19 hereof the Landlord may, at its election, terminate this Lease and thereupon this Lease and the term hereof shall automatically cease at the expiration of said fifteen (15) day period, and it shall be lawful for the Landlord, at its option, to enter the Demised Premises, or any part thereof and to have, hold, repossess and enjoy the Demised Premises and to remove all persons and property therefrom by summary proceedings, or by any action or proceeding, anything herein contained to the contrary notwithstanding.

18. Every notice which, under the terms of this Lease or by any statute or ordinance now or hereafter in force, is provided or required to be given, shall be sent by registered mail or certified mail, return receipt requested, postage prepaid, directed as follows:

A. To the Tenant at ______________, Antigo, WI or at such other address as the Tenant may designate by notice in writing from time to time.

B. To the Landlord, at City Hall, 700 Edison St., Antigo, Wisconsin 54409, or at such other address as the Landlord may designate by notice in writing from time to time.

19. Landlord covenants and agrees that if the Tenant shall perform all the covenants and agreements herein stipulated to be performed on the Tenant's part, then at all times during said term the Tenant shall have the peaceful and quiet enjoyment of the Demised Premises without any manner of let or hindrance from Landlord or any person or persons lawfully claiming against the Demised Premises. Landlord warrants and covenants that Landlord has full right and lawful authority to enter into and perform the terms of this Lease, and has good and marketable title to the Demised Premises free and clear of all liens, encumbrances, clouds, and defects whatsoever.

20. If the whole or any part of the Demised Premises shall be taken by any public authority under power of eminent domain, or if the same shall be conveyed under threat thereof then this Lease shall terminate only as to that portion so taken or surrendered from the day of such taking, or surrender of possession thereof for any public purpose, and the rent shall be paid up to that day, and from that day Tenant shall continue in possession of the remainder of the Demised Premises under the terms of this Lease, and the rent shall be reduced in proportion to the amount of the Demised Premises so taken or surrendered. However, if any portion of the building on the Demised Premises shall be so taken or surrendered, the Landlord, at its expense, shall promptly repair the remaining portion of the building not so taken, if upon completion of such repair, the Demised Premises would be reasonably suited to the uses to which the same were put by Tenant immediately prior to such taking or surrender. However, if the building could not be so repaired, the Tenant may terminate this Lease by written notice to Landlord given within ninety (90) days after Tenant shall have notice of such taking or surrender. If there shall be a total taking or surrender of the Demised Premises, or a partial taking or surrender resulting in a termination of this Lease as hereinafter provided, any condemnation award or settlement shall be paid to Landlord. However, nothing herein contained shall be construed to prevent Tenant from interposing, prosecuting or collecting any claim in any proceeding for condemnation or eminent domain for the value of any construction, improvements, buildings, or fixtures built, installed, completed, contracted for or made on, in or to the Demised Premises by Tenant at its costs to the extent that same could not be removed from the Demised Premises (less depreciation on the cost thereon on a straight-line basis amortized over a ten (10) year period from the commencement date of this Lease, using as a basis the actual cost of such construction, improvements, buildings or fixtures). Nothing herein shall be construed to prevent Tenant from making a separate claim against the taking authority to which Tenant might be entitled, in law, or in equity, on account of damages, losses, or costs sustained by Tenant because of such taking, except a claim for the recovery of the value of its leasehold estate.

21. Landlord hereby grants to Tenant the option to purchase the Demised Premises. The option to purchase shall be exercisable at any time during the lease term by written notice from Tenant to Landlord. At the time of closing, Tenant shall pay to Landlord the balance of principal and interest due on the amount indicated in paragraph 3 of this Lease, plus One Dollar ($1.00). If said option is exercised, Landlord shall convey the Demised Premises to Tenant by Quit Claim Deed. Landlord warrants and covenants that Landlord will not encumber or permit to be encumbered in any way whatsoever, the title to the Demised Premises at any time during the term of this Lease. The property shall be conveyed in its then "as is" condition.

Landlord shall accompany its Deed with a Title Guaranty or Owner's Fee Policy of Title Insurance, or an abstract, whichever is elected by Tenant, issued by a title company of Tenant's choice at Tenant's expense. Tenant shall pay the costs incurred to record said Deed, and the charges of the title company.

22. This Lease shall not be recorded, but a short form Memorandum of Lease, including a legal description of the Demised Premises shall, at the option of either party, be duly executed, witnessed, and acknowledged for recording.

23. The City of Antigo shall have the right of first refusal to purchase these premises or any part thereof in the event _____________ desires to dispose of same.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

WITNESSES: **CITY OF ANTIGO**

_______________________________ _____________________________
Bill Brandt, Mayor

_______________________________ ______________________________
Kaye M. Matucheski, Clerk/Treasurer

____

_______________________________ _______________________________
President

_______________________________ ________________________________
Secretary

As a material inducement to the City of Antigo ("Landlord") to enter into this Lease between Landlord and _____________ ("Tenant"), the undersigned ("Guarantor") hereby unconditionally and irrevocably guarantees the complete and timely performance of each obligation of Tenant under the Lease and any extensions or renewal of and amendments to the Lease. This Guaranty is an absolute and continuing Guaranty of payment and performance. Guarantor hereby waives presentment and all demands for performance, notices of performance, and notices of acceptance of the Guaranty. Guarantor hereby acknowledges that Guarantor is a shareholder of Tenant, or spouse of shareholder, and as such is receiving a direct and indirect benefit from this Lease.

______________________________ ______________________________
(Name) (Name)

Addendum "A"

Legal description of property:

Lot 22 and the South 40 feet of Lot 23 in Block 33 of the Original Plat to the City of Antigo.

"Antigo Area on the go"

To: Mayor and City Council

From: Kaye Matucheski, Clerk/Treasurer

Date: November 15, 2017

Re: Review City Policies for When Council Approval is Required for Projects/Purchases

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At the November 8, 2017 Council meeting there was a referral to the Finance, Personnel & Legislative Committee to discuss the projects/purchases that need to have Council approval after the Committee approves the item. As I outlined at the meeting, right now if it is a budgeted item within the Capital Equipment/Improvement Plan (CIP) and the bid is within budget, the only approval that is needed is Committee. If the item is over budget or has changed from what was budgeted (a different type of equipment for instance), then the purchase must be forwarded to Council for approval after the Committee approves it.

For the operating budget, if the purchase is budgeted and is within the City's purchasing policy and a normal operational expense, the purchase can be made but the checks are not mailed until Council approves the bills at the monthly Council meeting. If it is a routine invoice the bills are paid on a weekly basis. These types of bills would include utility bills, reimbursements to employees for travel or uniform allowance, purchases/projects previously approved by Council/Committee, or an invoice with a due date or discount for paying early. The expenditures are included in the monthly list approved at the Council meeting but the checks have already been sent out on these types of bills.

I have included with the agenda Resolution #170-06 from December 13, 2006, approving the City's Purchasing Policy and the Committee Procedures Policy along with copies of these policies. To my knowledge, the Committee Procedures Policy has not been changed since then but the Purchasing Policy has been updated several times. I have included the latest version of this policy that was approved on March 9, 2011, with Resolution #29-11.

If you need anything or have questions before the meeting, please feel free to contact me at 715-623-3633, extension 102.

ORIGIN: FINANCE, PERSONNEL & LEGISLATIVE COMMITTEE

December 13, 2006

RESOLUTION NO. 170-06

WHEREAS, the Common Council previously approved the City of Antigo Purchasing Policy and the Committee Procedures Policy, and

WHEREAS, to keep the City functioning efficiently, amendments to both policies were necessary, and

WHEREAS, committee recommended approval of the proposed changes recommended by the Director of Administrative Services;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL, City of Antigo, the Purchasing and Committee Procedures Policies are hereby approved as amended.

(Committee Approved 6-0)

Mayor

Attest:

Kaye M. Matuchewski
Clerk-Treasurer

12/13/06 Approved by Council

12/18/06 - copies to Dept. managers

CITY OF ANTIGO
PURCHASING POLICY
Revised 10-19-06

To provide the services approved by the Common Council through the budget authorization process or other action of Council or committee, each department will purchase various goods or services each year.

Department Managers and assistants should utilize this instruction in guiding purchasing decisions. If a specialized area has been omitted or you have questions regarding the procedure outlined, please contact the Chief Administrative Officer for clarification.

Purchasing will fall into one of several classifications.

A. Open purchase for consumables
B. Quote for services or equipment anticipated to cost less than $6,000
C. Bidding for services or equipment exceeding $6,000 but less than $25,000
D. Bidding for capital equipment/improvements anticipated to exceed $25,000

Generally, purchasing by Department Manager or designated representative will fall into one of the above categories. Exceptions may exist, and when encountered, procurement should follow the more open procedure, e.g., bidding is more open than telephone quotes.

Open Purchase for Consumables
The City expends a great amount of funds each year for office supplies, minor equipment, parts, etc. These consumables are as the title describes. There is little or no residual value after use (paper towels, office paper, water, supplies, etc.).

Whenever possible, offices should combine purchasing efforts to obtain the lowest unit costs. Consolidation of purchasing efforts will save you time and save the City valuable tax dollars. When purchasing consumables, verbal or written quotations are generally an acceptable format for purchasing. As the dollar values increase, director should require a written quotation.

Quotations for Procurement of Services or Equipment
Quotations for services or procurement of goods may lead to the most confusion in our purchasing requirements. We often "call for a quote" or request a quote for a product. Quotations should be in a written format. These may be in response to your written directives or in reference to an existing product.

Quotations are less formal than a bid request. Quotations may be initiated and received by the requesting department. The purpose of quotations is to demonstrate our efforts to leverage the greatest return from public funds. Written quotes may also demonstrate a fair and open purchasing format to those who challenge our procedures. Department managers should solicit quotations for those items previously discussed/approved within their budgets. Quotations should be generally used for purchases that are not expected to exceed $6,000.

S:\ADMIN\Policies\Bidding Policy 2006.doc

Solicitation of Bids

A request for bids for services, capital improvements, or fixed assets is a highly formalized process. We have a statutory obligation to bid construction projects where the value will, or is anticipated, to exceed $25,000. The City of Antigo requires bidding of new equipment with a value greater than $6,000 except as provided under the exceptions provisions.

All requests for bids shall be published in the Antigo Daily Journal. This is the official vehicle of the City as approved by the Common Council, to advise our residents of official action. We have a precise bid notification format that must be followed. If you are unfamiliar with the format, contact the Administrative Assistant, or Deputy Clerk-Treasurer for assistance.

Bids for construction projects or equipment acquisitions greater than $6,000 and less than $25,000 must follow guidelines for a Class I notice. The City does not expect the same level of "bid specs" for this level of purchasing as would be expected for acquisitions greater than $25,000.

All bids, without exception, are to be directed to the City Clerk-Treasurer's office. The Clerk's office shall time/date stamp all bids received and maintain custody until opened. Bid openings shall generally occur prior to committee meetings at a previously determined time and place. It is important that at least one member of the Council be present at bid openings. Opening of bids prior to committee or Council will enhance our ability to review bids and provide a recommendation for action. Department managers are responsible for notifying the City Clerk's office of forthcoming solicitations for bids. This simple courtesy can help avoid future problems.

Exceptions to Bidding Requirement

1. State Contracts
   The State and Federal government utilize a similar bidding policy. From time to time the City may acquire equipment, services, or consumables from another agency or branch of government. The policy/practice of advertising for bids shall be waived when purchasing via another governmental entity.

2. Used or Special Purpose
   In the event that a department wishes to purchase used, one of a kind, or special purpose equipment or product, the bidding requirements can be waived by the presiding committee. To maintain accountability, the requesting department must demonstrate to the committee that it has performed due diligence in its efforts to research the availability of the item being requested and that the selected choice is in the best interest of the City.

3. Professional Service (Qualification Based)
   In the event a department has the need of professional or consulting service such as, but not limited to engineering, accounting, legal, or other service, the committee may waive

the bidding requirement. The department may select an individual or firm on a combination of the following criteria:

- Technical Qualifications to perform the work being requested
- Special Expertise in the area of service being requested
- Demonstrated Performance for similar type work with other entities
- Negotiated Price and level of service
- Past Performance and working relationship with the city

Upon selection, the department must document the criteria used to make the selection and why the selection is in the best interest of the City. Additionally the department must provide the committee with the proposed contractual agreement defining the services to be delivered, conditions of payment, and total cost of the service.

Other Factors

The City Attorney must review all contracts. The purchase of services must be accompanied by proof of insurance, and we may require the City be listed as an additional insured on the provider's policy. The City Engineer must review bids for public improvements or equipment acquisitions.

October 2006

CITY OF ANTIGO
COMMITTEE PROCEDURES POLICY

The purpose of this policy is to define and clarify the powers of the various standing committees of the City. The intent of this policy is not to limit committee powers but to establish clear guidelines, whenever necessary, to promote the efficient administration of the City while still safeguarding the citizens' rights to accountability. Through improved efficiency, elimination of unnecessary procedures, and clarification of committee powers in times of question, it is the intent to save tax dollars, improve responsiveness to community needs, and prevent unproductive conflict.

PURCHASING

The following procedures will be adhered to, except in the case of emergency, for all purchases as defined under the City of Antigo Purchasing Policy.

1. No purchase shall be permitted at the committee or departmental level unless an appropriation has been provided through the budgetary process, by Council, or by an approved policy.
2. Procedures for purchases not covered by budgetary appropriation
   a. A department wishing to make a purchase not budgeted for as defined under the purchasing policy must first gain authorization from the appropriate committee. The request must identify the item to be purchased, the budgetary appropriation account it would come from, and the method of solicitation to be used under the purchasing policy.
   b. Upon authorization, the department shall follow the applicable section of the policy, as approved by the committee.
   c. Upon receipt of the bid, quotation, or diligent investigation, the department shall tabulate its findings. The department shall recommend its selection and the basis thereof to the appropriate committee. In the event the department recommends a choice other then the low bid, it shall document its arguments supporting the recommended selection.
   d. The committee shall:
      - Review the recommendation
      - Ensure that, if approved, the budgetary appropriation limit to which the purchase would be applied will not be exceeded or that a source of funding is identified. The Committee may recommend a budget amendment to create an appropriation for the expenditure.
      - If the Committee approves the recommendation, the proposal must go to the Council for final approval and allocation of funding as recommended.

3. Procedures for purchases covered by budgetary appropriation
   a. A department wishing to make a purchase as defined under the purchasing policy and previously budgeted for may do so in accordance with the purchasing policy.

The department manager does not need to go to Committee prior to soliciting bids or proposals.

b. Upon receipt of the bid, quotation, or diligent investigation, the department shall tabulate its findings. The department shall recommend its selection and the basis thereof to the appropriate committee. In the event the department recommends a choice other then the low bid, it shall document its arguments supporting the recommended selection.

c. The committee shall:
   - Review the recommendation
   - Ensure that, if approved, the budgetary appropriation limit to which the purchase would be applied will not be exceeded.
   - If the committee is satisfied that the intent of this policy has been met, they may accept or reject the recommendation of the department and the purchase shall be made with no further legislative action.
   - If the purchase would cause the affected budgetary appropriation account to be exceeded, the committee shall either reject the request or refer to the Council with the recommendation to increase the level of appropriation sufficient to cover the cost of the expenditure. If the Council increases the appropriation, the purchase shall be authorized.

DISCRETIONARY PURCHASES BY DEPARTMENT MANAGERS

In order for the business of the City to be carried out on a daily and efficient basis, department managers need to be able to make financial commitments with a clear understanding of their authorized limits. Under the State Statutes the authority to purchase in the name of the City rests with the Council of the Whole. However, the Council has the authority to delegate levels of responsibility to individuals acting on their behalf such as the various department managers managing the operations of the City. The following guidelines intend to identify the levels of financial discretionary authority that a department manager may commit independent of committee or Council action.

1. Purchases: A department manager can spend up to $3,000 on any individual purchase
   a. The purchase must be within a budget line item and there must be sufficient funds to cover the purchase
   b. The purchase can be for equipment or materials provided they are necessary to the department operations
   c. The department manager must assure that the purchases are made in accordance with the purchasing policy and that the most cost effective choices have been made in the best interest of the City.
2. Purchases Greater than $3,000: A department manager can proceed with a purchase of $3,000 to $10,000
   a. provided that the DOAS (up to $6,000) or the Mayor (up to $10,000) agree to the request and cosign the authorization, and
   b. the purchase must be within a budget line item and there must be sufficient funds to cover the purchase

3. Contracts
    a. Department managers are authorized to sign contracts that are recurring in nature and within their spending limits or as specifically authorized by Council.
    b. Types of contracts falling under this policy
        i. Annual maintenance contracts for software that has been budgeted for as part of the routine operations of the City.
        ii. Secondary and primary ambulance contracts with other units of government or health agencies following the annual budget approval
        iii. Renewal of existing agreements previously approved by council and budgeted for such as the police county building rental agreement
    c. Change orders to Contracts: The City enters into numerous contracts for capital improvements. Because it is impossible to foresee all aspects of a particular project it is often necessary to make changes after the contract has been approved by Council. Often these changes need to be made at the moment and in the field by the department manager in order to keep the project moving forward.
        i. The department manager is authorized to enter into change orders following the guidelines for purchasing with the exception that the upper limit is increased to $10,000 provided there is sufficient budget appropriation to cover the expenditure.
        ii. Greater than $10,000 must be brought to committee for approval

EMERGENCY PURCHASE

Under certain emergency situations, events will occur which require the City to consider the acquisition of materials, equipment, or services within a critical timeframe.

In the event of an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements would make postponed acquisition or repair impractical and increase the likelihood of such injury or damage the committee may take corrective action if an amended notice is distributed at least two hours prior to action being taken, as identified in S. 19.84 (3), Wisconsin Statutes. The Common Council shall ratify any such action taken by committee at its next regularly scheduled meeting.

ORIGIN: FINANCE, PERSONNEL & LEGISLATIVE COMMITTEE

March 9, 2011

Resolution No. 029-11

WHEREAS, the National Intergovernmental Purchasing Alliance Company (IPA) is a cooperative purchasing organization established through a collaborative effort of public agencies across the United States, and

WHEREAS, the specific purpose of this company is reducing procurement costs by leveraging group volume (similar to the state bid), and

WHEREAS, all master agreements are publicly solicited, awarded, and held by a Principal Procurement Agency, and

WHEREAS, the National IPA serves as a government cooperating purchasing organization for agencies nationwide, and

WHEREAS, the Finance, Personnel & Legislative Committee has recommended amending the current bidding policy to include use of the National Intergovernmental Purchasing Alliance Company for equipment purchases.

NOW, THEREFORE, BE IT RESOLVED, BY THE COMMON COUNCIL, City of Antigo to approve the attached amendment to the bidding policy to include the use of the National Intergovernmental Purchasing Alliance Company.

(Committee approved 5-0, Absent 1)

Bill Brandt
Mayor

ATTEST:

Kaye M. Matuchesski
Clerk-Treasurer

3/9/11 Approved by Council

3/15/11 - copy of revised policy e-mailed to all dept mngrs

PURCHASING POLICY

Revised 3/9/2011

To provide the services approved by the Common Council through the budget authorization process or other action of Council or committee, each department will purchase various goods or services each year.

Department managers and assistants should utilize this instruction in guiding purchasing decisions. If a specialized area has been omitted or you have questions regarding the procedure outlined, please contact the Chief Administrative Officer for clarification.

Purchasing will fall into one of several classifications.

A. Open purchase for consumables
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Solicitation of Bids

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All requests for bids shall be published in the Antigo Daily Journal. This is the official vehicle of the City as approved by the Common Council, to advise our residents of official action. We have a precise bid notification format that must be followed. If you are unfamiliar with the format, contact the Administrative Assistant, or Deputy Clerk-Treasurer for assistance.

Bids for construction projects or equipment acquisitions greater than $6,000 and less than $25,000 must follow guidelines for a Class I notice. The City does not expect the same level of "bid specs" for this level of purchasing as would be expected for acquisitions greater than $25,000.

All bids, without exception, are to be directed to the City Clerk-Treasurer's office. The Clerk's office shall time/date stamp all bids received and maintain custody until opened. Bid openings shall generally occur prior to committee meetings at a previously determined time and place. It is important that at least one member of the Council be present at bid openings. Opening of bids prior to committee or Council will enhance our ability to review bids and provide a recommendation for action. Department managers are responsible for notifying the City Clerk's office of forthcoming solicitations for bids. This simple courtesy can help avoid future problems.

Exceptions to Bidding Requirement

1. State Contracts
   The State and Federal government utilize a similar bidding policy. From time to time the City may acquire equipment, services, or consumables from another agency or branch of government. The policy/practice of advertising for bids shall be waived when purchasing via another governmental entity.

2. Intergovernmental Purchase
   The National Intergovernmental Purchasing Alliance Company (IPA) is a cooperative purchasing organization, established through a collaborative effort of public agencies across the United States with the specific purpose of reducing procurement costs by leveraging group volume (similar to the state bid). This company serves as a government cooperating purchasing organization for agencies nationwide. From time to time the City may acquire equipment, services, or consumables from IPA. The policy/practice of advertising for bids shall be waived when purchasing via IPA.

3. Used or Special Purpose
   In the event that a department wishes to purchase used, one of a kind, or special purpose equipment or product, the bidding requirements can be waived by the presiding committee. To maintain accountability, the requesting department must demonstrate to

the committee that it has performed due diligence in its efforts to research the availability of the item being requested and that the selected choice is in the best interest of the City.

4. Professional Service (Qualification Based)
   In the event a department has the need of professional or consulting service such as, but not limited to engineering, accounting, legal, or other service, the committee may waive the bidding requirement. The department may select an individual or firm on a combination of the following criteria:
   - Technical Qualifications to perform the work being requested
   - Special Expertise in the area of service being requested
   - Demonstrated Performance for similar type work with other entities
   - Negotiated Price and level of service
   - Past Performance and working relationship with the city

   Upon selection, the department must document the criteria used to make the selection and why the selection is in the best interest of the City. Additionally the department must provide the committee with the proposed contractual agreement defining the services to be delivered, conditions of payment, and total cost of the service.

Other Factors
The City Attorney must review all contracts. The purchase of services must be accompanied by proof of insurance, and we may require the City be listed as an additional insured on the provider's policy. The City Engineer must review bids for public improvements or equipment acquisitions.

"Antigo Area on the go"

To: Mayor and City Council

From: Mark Desotell, Director of Administrative Services

Date: November 15, 2017

Re: Langlade County Next Generation 911 & Record Management System Purchases and Potential Impact to the Safety Building Rental Agreement including Required Squad Equipment Purchases and Training

Eric Roller, Kaye Matucheski and I attended a presentation by the Langlade County Sheriff's Department to the County's Public Safety Committee regarding recommended purchases by the County for a Next Generation 911 system (Estimated $321,101) and for a new Superion Record Management System (Estimated $713,134).

We were made aware that these purchases by the County would cause the need for a +/- $75,000 investment on the City's part for updated equipment in our squads and for new system training of our officers. We were also made aware that the County is looking for this +/- $75,000 commitment from the City by mid-December so that the equipment would be available at the time of the system transfer some 7 months from now.

It was evident that the Committee and County leadership felt that an adjustment requiring an increase to the City's rental rate under the Safety Building Rental Agreement was warranted. However, the County did not provide a monthly rate adjustment at this particular meeting. It was indicated that the recommended purchase of these systems would be sent to the County's Finance meeting on Friday, November 10th.

I spoke with Robin Stowe subsequent to the Public Safety meeting and indicated that the City would like to know both the actual costs of and squad equipment/officer training portions of the investment along with the County's recommended monthly rent increase (if any) associated with the upgraded system purchases.

I hope to have more information by the night of our FP&L meeting.